	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00BR/MRA/2026/0105**
Property	**86 Marlborough Road, Salford, M7 4SS**
Tenants	**Adnan Elmrabet & Arwa Benyazid**
Tenant's Representative	**n/a**
Landlord	**Mohammed Hamid**
Landlord's Address	**7 Star Grove, Salford, M7 4US**
Landlord's Representative	**n/a**
Date of Application	**03 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Steer & Mr Hossain MRICS**
Date of Decision	**18 September 2026**
Rent Determined	**£1250.00 per calendar month**
Date of Valuation	**15 August 2026**
Date the new rent takes effect	**15 October 2026**

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REASONS FOR THE DECISION

Background

1. On 08 June 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 ("Act") which proposed a new rent of £1250.00 per calendar month (pcm) in place of the existing rent of £1050.00 pcm to take effect from 15 August 2026 ("Notice").

2. On 03 August 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent ("Application").

3. The tenancy commenced on 15 May 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. There are no service charges payable by the Tenant and the Property was let to the Tenant on an unfurnished basis.

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. None.

Hearing

8. The Landlord and Tenant did not request an oral hearing or an inspection of the Property. The Tribunal is satisfied that the matter can be determined on the papers.

The Property

9. The Property is a modern 2-bedroom semi-detached house located in Salford. The Property offers the following accommodation:

   Internal: Kitchen/diner and (ground floor) and 2 bedrooms and a bathroom (first floor).

   External: Front and rear garden and driveway.

   The Property benefits from gas central heating and UPVC doors and windows.

Evidence

10. The parties completed the relevant MR1 form (Tenant), MR2 form (Landlord) and MR3 (Tenant's reply).

The Tenant

11. The Tenant made the following comments relevant to the determination of a market rent for the Property in the Application, supporting evidence and MR3 form:

    (a) That the proposed rent increase is unjust in light of the rent increase in 2025 and the Tenant's income.

    (b) That the Landlord failed to maintain the Property and undertake a number of annual gas safety inspections. The boiler has malfunctioned historically but has now been replaced. Failings with the guttering caused mould in the bedrooms.

    (c) That the proposed rent increase would be unaffordable based upon the Tenant's currently salary.

    (d) That the two of the comparable properties provided by the Landlord with an asking rent of £1350 pcm (those on Great Clowes Street and Stonehouse Drive both have a more modern interior/exterior than the subject Property, larger bedrooms and an additional downstairs WC. Further, that the Landlord's comparable on Velour Close is closer to the city centre than the subject Property.

12. The Tenant provided 8 comparable properties advertised for rent. They were all two bedroom properties in the Salford area (M7, M8 and M9) with rents ranging in price from £995 pcm to £1095 pcm.

The Landlord

13. The Landlord made the following comments relevant to the determination of a market rent for the Property in their MR2 form and associated evidence:

    (a) That the Tenant has not provided a full description of the Property in the Application which benefits from a private gated front and rear garden, a private driveway and secure gated parking.

    (b) That the comparable properties provided by the Tenant are not directly comparable to the Property. The Landlord states that Tenant's comparables are located more than one mile from the Property and have different specifications and features. The Landlord does not agree that the Tenant's comparable evidence provides an accurate comparison of properties of a similar type, size, specification and location.

    (c) The Landlord states that maintenance and improvement works were carried out in the Property in March 2026 to include the installation of a new boiler, works to the exterior of the Property, electrical repairs and the installation of a new smoke alarm and carbon monoxide alarms.

14. The Landlord provided 6 comparable properties advertised for rent within approximately one mile from the Property. They were all two-bedroom properties in the Salford area (M7 and M8) with rents ranging in price from £1295 pcm to £1350 pcm. The Landlord states that they are the same type of property as the subject Property and that the proposed rent is on the lower end of the range demonstrated.

Determination and Valuation

15. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

16. Relying on its own expertise and general knowledge of rental values in the area, the written submissions by the parties and the rental evidence provided by the parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,250.00 pcm. A rent of £1250 pcm is the rent we would expect the property to let for in the open market in good condition at the valuation date.

17. The Tribunal considered that both parties comparables were helpful. The Tenant offered a range of property type but noted that only two of the comparables were in the M7 area. More weight was attributed to the Landlord's comparable properties given that these appeared to be more alike to the subject Property both in terms of location and property type. The Tribunal also noted that the proposed rent was at the lower end of the Landlord's comparables. Having regard to all of the information provided by the parties, the Tribunal considers that the appropriate open-market rent for the subject Property is £1250 pcm.

18. The Tenant refers to the Landlord's failure to maintain the Property historically as a factor for the Tribunal to consider when deciding the market rent for the Property. The Tribunal considered these allegations in the context of making adjustment to the market rent and reviewed the photographs of the Property provided in the Application. It was noted that the issues complained of have largely been resolved following a schedule of works to the Property in March 2026. The Tribunal considers the market rent as at the valuation date of 15 August 2026 and therefore did not consider it necessary to make any adjustments to the level of rent.

Undue hardship

19. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to two months after it makes its determination.

20. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because the rent increase is significant and it is unaffordable based upon his current salary and employment status. The Landlord did not comment on the Tenant's application for postponement due to hardship.

21. The Tribunal can only find that undue hardship would be caused by the rent increase on the basis of the evidence produced. The Tenant failed to provide any specific evidence of both of the tenants' personal financial hardship. With no

actual evidence provided to the Tribunal, the Tribunal cannot (as a finding of fact on the basis of the information provided) conclude that undue hardship has been caused by the rent increase. The Tribunal therefore is unable to consider that the increase in rent would cause the Tenant undue financial hardship and accordingly does not fix a later starting date.

Decision

22. Therefore, the Tribunal determines the new rent amount at £1,250 pcm with effect from 15 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the date of this decision.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days after the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.